

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:)	Chapter 11
)	
FIELDWOOD ENERGY LLC, <i>et al.</i> ,)	Case No. 20-33948 (MI)
)	
)	Jointly Administered
Debtors.)	
)	

**OBJECTION OF MANTA RAY OFFSHORE GATHERING COMPANY, L.L.C. TO
CURE AMOUNTS PROPOSED IN CONNECTION WITH PLAN SUPPLEMENT**

Manta Ray Offshore Gathering Company, L.L.C. (“Manta Ray”) files this objection (the “Cure Objection”) to cure amounts proposed in the *Plan Supplement* (the “Plan Supplement”) (D.I. 1394) filed by the above-captioned debtors (the “Debtors”), and in support of the Cure Objection, state as follows:

Factual and Procedural History

1. On April 15, 2021, the Debtors filed the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* (the “Plan”) (D.I. 1284). Pursuant to the terms of the Plan, the Plan Supplement was incorporated by reference into the contents of the Plan.

2. In addition, section 8.1(a) of the Plan provides that all executory contracts and unexpired leases of the Debtors are to be rejected under the Plan unless a given contract or lease (i) was previously assumed, (ii) previously expired or terminated, (iii) is the subject of a motion to assume filed before the Plan is confirmed, or (iv) is identified to be assumed in the Plan or the Plan Supplement.

3. On May 26, 2021, the Debtors filed their Plan Supplement. Exhibit D to the Plan Supplement (“Exhibit D”) purports to give notice of the potential assumption of an extensive list of contracts, as well as the related cure amounts (the “Proposed Cure Amount”). Included on Exhibit D is a list of 31 contracts with Manta Ray (the “Contracts”).¹ For each of the Contracts, the Proposed Cure Amount is listed as \$0.00.

Objections

4. First, Manta Ray objects on the basis that the proper cure amounts related to the Contracts are significantly higher than the Proposed Cure Amounts. Manta Ray currently believes that the Debtors owe Manta Ray \$77,616.30 for prepetition amounts, and \$79,459.79 for post-petition amounts.²

5. Accordingly, the actual amount owed to Manta Ray by the Debtors in order to cure existing defaults under the Contracts and any Additional Agreements (as defined below) is at least \$157,076.09 (the “Actual Cure Amount”).

6. Manta Ray demands that the Actual Cure Amount be paid as a prerequisite to the assumption – and, as applicable, assignment -- of the Contracts and any Additional Agreements. Any failure to do so would be in violation of section 365(b)(1)(A) of the Bankruptcy Code. 11 U.S.C. § 365(b)(1)(A).

7. Second, Manta Ray believes that the universe of contracts between it and the Debtors may include additional agreements (the “Additional Agreements”) that are not reflected

¹ Manta Ray has elected not to provide the full list of Contracts here, because of the size of the list. For ease of reference, however, the Contracts are located on Exhibit D at lines 134, 531, 1020-1026, 1031-1032, 1044, 1227-1231, and 1731-1732.

² Due to the narrow window of time between the filing of the Plan Supplement and the deadline to file this Cure Objection, Manta Ray is continuing to analyze the amount of its receivables from the Debtors. Manta Ray reserves all rights to amend or supplement the amount of the Actual Cure Amount.

on Exhibit D, and that all of those contracts are likely necessary to the post-confirmation operations of the Debtors or their assignees. Accordingly, Manta Ray reserves all rights to negotiate with the Debtors with regard to any Additional Agreements not included in Exhibit D.

WHEREFORE, Manta Ray respectfully requests that the Court (a) sustain this Cure Objection, (b)(i) deny the Debtors' proposed assumption of the Contracts, or in the alternative, (ii) enter an Order requiring the Debtors to pay the Actual Cure Amount before allowing the assumption of the Contracts or Additional Agreements, and (c) grant Manta Ray such further relief as the Court deems just.

Dated: Houston, TX
June 2, 2021

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Certificate of Service

I hereby certify that the foregoing Assignment and Cure Objection was duly served on all parties in interest through the Court's ECF system, this 2nd day of June, 2021.

/s/ Mark D. Sherrill

Mark D. Sherrill